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Hartford Central School District And  
Faculty Assn Of Hartford Csd

# AGREEMENT

Between

The Superintendent of the  
Hartford Central School District

and

The Faculty Association  
of the  
Hartford Central School District

July 1, 2000- June 30, 2005

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## ARTICLE I

### RECOGNITION STATEMENT

- A. The Board of Education of the Hartford Central School District has recognized the Hartford Faculty Association as the exclusive representative of the bargaining unit composed of all professional employees including teachers, librarians, guidance counselors, school nurses, school psychologists and teaching assistants, but excluding the Superintendent and Building Principal, for the maximum period of time permitted by law.

## ARTICLE II

### PROGRAM EFFECTIVENESS

The following principles and guidelines will be used in the consideration of all programming.

- A. Tentative teaching assignments for all teachers will be made before May 31<sup>st</sup>, and the opportunity for consultation between the immediate teachers and administration will be provided.
- B. An effort will be made to maintain the present pupil-teacher ratio. The Board will be notified each year of the pupil-teacher ratio for each teacher.
- C. All teachers shall have a minimum of one period per day for planning and preparation. A period is defined as being equivalent to a secondary school teaching period.
- D. All teachers will have a daily duty-free 30 minute lunch period.
- E. The normal teaching assignment for teachers in grades 6-12 is five (5) teaching periods per day plus one duty period, plus one professional development period per week. Said grade configuration will be subject to modification if the Middle School configuration changes.

In the event a 6<sup>th</sup> assignment or independent study is needed by the district or requested by a teacher, or by the Association, compensation shall be paid as follows:

1. Compensation for a sixth assignment shall be at twelve (12%) percent of said teacher's annual salary and shall include release from one duty period. The compensation for a sixth assignment shall be prorated for that part of the school year that the course is taught.

2. The compensation for an independent study shall be \$1,200.00 for a half-year course and \$2,400.00 for a full year course. A teacher must obtain prior approval from the Administration for any independent study.
  3. In the event that a sixth assignment is taught by a teacher, said teacher shall not be assigned more than five preparations without the mutual consent of the Association and Superintendent.
  4. In the event that the Administration and Staff Member agree that a seventh teaching assignment is necessary, remuneration for the assignment will be at the same rate as sixth assignments. Partial seventh assignments will be paid at a percentage of the established rate set forth herein for sixth assignments.
- F. The parties agree that the handling of controversial issues arising in a classroom discussion is primarily within the discretion of the teachers. They will be expected to consider the general age and experience of the class and the general standards of the community. Because of the need for community support for the general school curriculum and the program, no teacher will introduce a subject of known potential public sensitivity without first obtaining approval from the administration.
- G. In the event of any criticism of books, teaching materials, methods, or topics of discussion being used in the school system, the teacher involved will be notified of the objection and will then have a conference with the Superintendent within three days. Any actions or decisions then made will be done so in connection with the policy established by the Board of Education regarding the methods of handling such complaints.
- H. The Administration will consult with the teacher or teachers involved before proposed changes in the subject area will be made.
- I. Any time that a teacher is absent from his or her duties, a substitute will be provided by the Board of Education, except in an emergency situation of a short duration, where a substitute may not be able to be retained.
- J. Aide time for elementary teachers shall be as follows:
- |                     |                    |
|---------------------|--------------------|
| Grade Kindergarten: | 3 hours daily; and |
| Grades 1-5:         | 1 hour daily.      |
- K. Mentoring Program

The Association and the District recognize that teacher mentors are beneficial in assisting new staff members of the Hartford Central School District. A mentor program shall be implemented during the 2001-2002 school year and shall be based on the criteria set forth below:

1. The mentor must be tenured in the same certification area as the mentee, unless a mentor is not available in a particular certification area.
2. A list of teachers willing to serve as mentors shall be developed in the Fall of each school year. Mentors shall not serve more than two (2) consecutive years, unless there is no other certified teacher available to serve as a mentor.
3. Teachers will have the right to reject a request by the Administration to be a mentor.
4. All mentors shall receive training through the office of The New York State United Teachers (NYSUT).
5. A mentor shall not serve in an evaluative nature.
6. Mentees shall be limited to non-tenured teachers deemed "at risk" by the Administration on the basis of regularly scheduled observations and evaluations.
7. The mentor and mentee shall meet a minimum of one time per week.
8. Any and all information between the mentor and mentee shall remain confidential
9. The mentor shall be paid a stipend of \$1,200.00 for a full year or on a pro-rated basis. The stipend shall be paid on the last pay period of the school year. In the event the mentoring is completed at the end of the first semester, the stipend shall be paid upon completion.

### **ARTICLE III**

#### **TEACHER EVALUATION**

See Appendix A – Annual Performance Review Plan.

## ARTICLE IV

### CONFERENCES

- A. Reimbursement for conference expenses whether or not school is in session will be made as follows, when claims are submitted with proper receipts.

1. Transportation

The most appropriate form of transportation will be determined by the Administration. When a personal car is used, the actual mileage to and from the conference will be reimbursed to the owner-driver. The rate per mile will be equal to the I.R.S. allowance on January first immediately preceding the school year in which the travel occurred.

When public transportation is used, the full cost will be reimbursed.

2. Cost of tolls.
3. Conference registration fee, except when the cost includes a membership fee in an organization.
4. Cost of lodging.
5. Full cost of meals when they are included as a part of the conference, i.e., conference luncheon.
6. Reimbursement for other meals are limited to a total maximum cost of \$30.00 for three meals. For less than three meals, the costs limitations shall be based on the following proportions of the total: breakfast – 20%; lunch – 30%; dinner- 50%. When more than one meal is allowed in a day, an individual may distribute the total cumulative allowance between the various meals as desired.

## ARTICLE V

### LEAVES

A. Sick Leave

Each teacher shall have available fourteen (14) days per year as of the first day of the school calendar year. Sick leave, in addition to being available for personal use, may also be used for sickness of a spouse, children or other dependents living in the immediate household. Any Association member absent for five (5) consecutive days or more must

submit a doctor's note verifying the reason for the absence. The teacher will be required to indicate upon returning to school whether the absence under sick leave was for personal illness or for someone else's in the household. The unused sick days will be cumulative to 200 days provided further that the accumulated sick leave may be used for personal or family illness. Teachers wishing to sell back their sick days may do so at \$65.00 per day for any days over 200.

B. Bereavement Leave

Bereavement leave will be allowed for each occurrence as follows. The leave must be immediately associated with the time of death of the person for whom the leave is taken.

1. A maximum of five days – spouse or children.
2. A maximum of four days – mother, father, sister, brother, mother-in-law, father-in-law, or anyone residing with the employee.
3. A maximum of two days – grandparent, aunt, uncle, niece or nephew not residing with the employee.
4. A maximum of one day – close friend or relative not included above, at the discretion of the Superintendent.
5. In situations not listed, personal leave may be used for funeral attendance.

Bereavement leave may not be cumulative.

C. Child Bearing/Child Rearing Leave

1. An unpaid leave of absence of up to two (2) years shall be granted upon written request, to a teacher for the purpose of childbearing and/or child rearing as follows. Extensions may be granted by the Board of Education at its option.
  - a. A teacher who is pregnant will be entitled, upon request to the Board of Education, to a leave of absence to begin at any time between the commencement of her pregnancy and the birth of the child. Such request will be made, except in the case of emergency, at least thirty (30) days prior to the date on which the leave is to begin. Included with the request will be either a physician's statement certifying pregnancy or a copy of a birth certificate of the child, whichever applies. A teacher may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required duties. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave, provided the teacher furnishes a statement from



her physician indicating that she is unable to perform her duties as a teacher during such period.

- b. A teacher adopting an infant child shall be entitled to, upon written request to the Board of Education, an unpaid leave of absence to commence at any time during the first year after receiving custody of the infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Such request will be made at least thirty (30) days prior to the date on which the leave is to begin.
- c. A teacher who is granted a leave of absence for the purpose of child-bearing and/or child rearing shall have the following re-employment rights.
  - 1. After a leave, the teacher will provide the Chief School Officer with a physician's statement indicating that she is able to execute her duties as a teacher. Teachers on leave will, upon completion of the leave, be returned to a similar position which they held when the leave commenced.
  - 2. Where all or a portion of the leave of absence is unpaid and other than charged to sick leave, the teacher will, at the time written request for this portion of the leave is made, stipulate the beginning and termination dates of the unpaid leave.
  - 3. Upon return to the District, the teacher will be placed on the same salary step she was on prior to the leave, if such leave began before February 1. If the leave began on or after February 1, the teacher will be placed on the next higher step. All unused accumulated benefits will be restored upon return to the District. During such leave, the teacher will be eligible to continue participation in all District medical plans provided that monthly premium will be paid by the teacher prior to the premium due date.

D. Personal Leave

Each teacher shall have two (2) days of personal leave per year for which no reason need be given. Such leave will not be taken at the beginning or end of a recess period, except in extreme circumstances and with the approval of the Superintendent. Normally, two (2) days notice of such leave will be given to the Superintendent so that a substitute can be hired. Additional personal days may be granted by the Superintendent. Unused personal leave will be accumulated as sick leave.

E. Jury Duty

A teacher called for jury duty shall immediately notify the Superintendent. A teacher will be eligible for his/her regular pay, less the amount of the reimbursement for jury duty.

F. Professional Leave

Professional leave may be granted for each year for the purpose of bringing improved instruction or effectiveness to the District. Teachers granted professional leave must have been employed for seven years in the District prior to the year requested for leave, and must have permanent certification in their teaching field. Professional leave may be granted to one teacher per year.

Teachers must make written application, including an outline of proposed activities and planned return, to the Superintendent by March 1<sup>st</sup> of the school year prior to the requested leave. Final approval of the application will be made within two months by the Board of Education upon recommendation of a committee of three; a member of the Association, appointed by the President of the Association, a Board member and an Administrator.

One full year of leave may be granted each year. During such leave, the teacher(s) will be paid full pay for ½ year of leave or ½ pay for a full year of leave. The year of Professional Leave shall count for salary and seniority purposes and all contractual benefits shall continue in full effect.

Upon approval by the Board of Education of such a sabbatical leave, the teacher taking such leave will sign a promissory note for the amount of money contributed by the District toward that teacher's salary during the sabbatical leave.

This amount is based on the sum paid by the District during the period of leave.

Upon returning to the District, the note shall be reduced by 1/24 for each month of the year that the teacher remains in the employment of the District. In the event that the teacher fails to return to the District, the note shall become payable upon demand by the School District.

If sabbatical leave is denied by the Board of Education, it shall furnish written reasons to the teacher involved and to the Association. The teacher and the Association shall have the right to process a grievance through the grievance procedure to arbitration under Article XV of the Agreement concerning a decision to deny leave whether that a denial is for financial reasons or for a teacher's plan of activities that is deemed inadequate or unacceptable.

G. Extended Leave

Request for a one-year leave of absence for the purpose of participation in an exchange teacher program will be considered by the Board of Education on the merits of each individual case. If granted, tenure or position and accumulated sick leave will be preserved, and the year of exchange teaching will count as a year's service in the local District. Such leave is without pay from the District.

- H. All teachers absent from their teaching duties shall file an absence report upon returning to their duties. This report will be filed in the teacher's personal file and will be used in determining which category to count the absence (sickness, bereavement, etc.).

I. Sick Leave Bank

In the event that a sick leave bank is needed, the following procedures shall be implemented:

1. The sick leave bank shall be administered by a sick leave bank committee comprised of two members chosen by the District and two members chosen by the Association. Decisions shall require a majority vote.
2. The Association member may request days from the sick leave bank when the member's sick leave has been exhausted and the member has been determined to be suffering from a serious medical illness.
3. The sick leave bank committee shall respond to any request within five (5) working days.
4. Should the committee decline a member's request for days, the Committee shall provide the member with a written explanation.
5. A member whose request has been denied may ask for a meeting with the Committee. Any decision rendered after such a meeting shall be considered final.
6. Should the Association member's illness extend beyond the days granted pursuant to the member's initial request, the member may reapply for additional days.
7. The bank shall be maintained through member contribution.
8. All Association members in the District are eligible to contribute.

9. Contributions from members shall be deducted from the annual credit of sick leave allowance, rather than from the total accumulation of sick leave allowance.
10. In cases where an excess number of sick days has been contributed, a lottery system will be used to determine which Association member's contributions will be deducted from member's accumulation. Any remaining days shall be returned to the members whose days have not been selected. The lottery shall occur in the presence of representatives from the Association and the District.
11. The sick leave bank committee, with the assistance of the Superintendent's office, shall maintain an accounting of days with the Association and the District.

## ARTICLE VI

### HEALTH INSURANCE

- A. The District will contribute toward the cost of the Health Insurance Program of Blue Cross Matrix I and Major Medical, BC/BS HMO and BC/BS Deluxe PPO at the following rates:

Individual:    95 %; and  
Family:        87.5%.

The contributions from members shall not exceed the amounts set forth below:

2000-2001	\$176.00	individual
	\$1,007.00	family
2001-2002	\$194.00	individual
	\$1,108.00	family
2002-2003	\$221.00	individual
	\$1,263.00	family
2003-2004	\$247.00	individual
	\$1,415.00	family
2004-2005	\$277.00	individual
	\$1,585.00	family

- B. The District will contribute toward the cost of the Blue Cross/Blue Shield Dental Insurance Basic Contract at the following rates:

Individual: 100%

The District will provide teachers with the option of adding Rider "A" (covering more involved procedures) to their Basic Contract at no cost to the District.

- C. The District will pay the full cost of the Blue Cross Prescription Drug \$1.00 deductible program.
- D. 1. Bargaining Unit members who retire from the District with ten (10) years or more of service to the District will be provided a Health Insurance Program for themselves and eligible family members. The District will pay at the following rates:

10 years service – District pays 60%;  
15 years service – District pays 70%; and  
20 years service – District pays 80%

For teachers retiring with 25 years of service, the District will pay at the rates set forth below.

	2000-01	2001-05
Family	87.5%	87%
Individual	95.0%	93%

All present retirees and those retiring as of September 1, 2000 would be governed by the terms set forth in the Agreement dated July 1, 1997-June 30, 2000.

2. Teachers requesting the Health Insurance Program during retirement shall notify the District 60 days prior to the date they are retiring.
3. The teacher portion of the Health Insurance Premium shall be sent to the District at least one week prior to the due date of the premium.

- E. 1. Continuing employees shall notify the District of their choice of medical insurance for the following school year by May 31 on a form provided by the District to the employee by May 24. The form provided by the District shall contain the following information:

Regarding my health insurance for the \_\_\_\_\_ school year, I hereby request the following:

1. No change in my current coverage \_\_\_\_\_.
2. I decline health insurance coverage for that year \_\_\_\_\_.
3. I wish a change in coverage as outlined \_\_\_\_\_.

Employees who decline the health insurance plan for the entire school year will receive payment on or about the last day of that school year as follows:

Individual Plan	\$ 500.00; and
Family Plan	\$1,200.00

Exceptions to this schedule may be made by the Superintendent based upon extenuating personal circumstances.

- F. The parties agree to establish a joint health insurance committee for the purpose of monitoring the negotiations between the BOCES Consortium and Blue Cross/Blue Shield with regard to the Matrix Insurance Plan. The Committee shall further discuss appropriate courses of action should there be significant changes to the Matrix Plan. The Committee shall be comprised of the Superintendent, Business Manager and two representatives from the Association. In the event that any of the existing health insurance plans is terminated, the Committee shall agree on a mutually acceptable replacement plan.

## ARTICLE VII

### TEACHER FILES

- A. Official teacher files in the school system will be maintained under the following conditions.
- B. No material derogatory to a teacher's conduct shall be placed in the files, unless the following procedure has been followed:

1. The Superintendent shall meet with the affected teacher to personally deliver a copy of the material and discuss its contents. Said teacher will affix signature and date on the actual copy being filed with the understanding that such signature merely indicates that the teacher has read and discussed the material to be filed and does not necessarily indicate agreement with its contents.
  2. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.
  3. Upon request by the teacher, he/she shall be permitted to examine his/her files.
  4. The teacher shall be permitted to reproduce any material in his/her file.
  5. Material will be removed from the files when a teacher's claim that it is inaccurate or unjust is sustained.
- C. Any teacher shall be entitled to a representative of his or her choosing when a disciplinary situation is reduced to writing.

## ARTICLE VIII

### SALARY

- A. See attached schedule – Appendix B.
- B. Teaching Assistants shall receive an increase of \$960.00 in each year of the contract.
- C. The School Nurse shall receive the following:
- |           |                  |
|-----------|------------------|
| 2000-2001 | \$23,004.00;     |
| 2001-2002 | \$23,729.00;     |
| 2002-2003 | \$24,454.00;     |
| 2003-2004 | \$25,179.00; and |
| 2004-2005 | \$25,904.00.     |
- D. Credit Hour/Master Payment - Requests for graduate credit payment must be submitted by February 15 for the Fall semester and by October 15 for the Spring/Summer semester. If requests are not timely submitted, payment will be made during the next semester.
- E. Tutoring, curriculum work and summer school shall be compensated at Step 5 and Masters Degree divided by 1267 = hourly rate.

- F. Teachers who have completed twenty years will receive a longevity payment of \$780.00 commencing in the twenty-first year, and each year thereafter.

## ARTICLE IX

### EXTRA-CURRICULAR DUTIES

The Hartford Board of Education may add, delete, or substitute athletic programs or extra-curricular activities. If an addition or substitution is made, the parties to this Agreement will meet to determine the appropriate salary to be paid.

The Board of Education will determine the number of chaperones required at the various athletic and extra-curricular events, and in some situations may elect to utilize the services of volunteers outside the bargaining unit. However, when interscholastic basketball games are held at Hartford, and two or more chaperones are needed, at least two chaperones will be assigned from the Association.

## ARTICLE X

### GRIEVANCE PROCEDURE

- A. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application, or any unfair discrimination or dispute with reference to terms and conditions of employment.
- B. An aggrieved party is a teacher, a group of teachers or the Faculty Association who submits a grievance, or on whose behalf it is submitted.
- C. Submission of a Grievance
1. Teachers having a grievance shall discuss the problem with their immediate supervisor, and an attempt shall be made to resolve the matter informally.
  2. Each grievance not settled by informal discussion, shall be submitted in writing to the Superintendent on a form to be supplied by the Board, and which shall identify the name of the aggrieved party, the provision of this Agreement or other unfair discrimination or dispute involved in the grievance, the time when, and the place where, the alleged acts or conditions constituting the grievance existed and if known, the identity of the person or persons responsible for causing such events or conditions, and a general statement of the grievance and other redress sought by the aggrieved party.



3. A grievance shall be deemed waived unless it is submitted within 30 school days after the aggrieved party knew or should have known of the events or conditions on which it is based. If no action is taken by the Administration or the Board within the time limits specified, the grievance shall move to the next stage. If the aggrieved party does not move the grievance to the next stage within the specified time limits, the grievance shall be considered resolved, and no further action on the matter may be taken.
4. The Faculty Association may submit grievances which affect them, and such grievances shall be submitted directly to the Superintendent.

D. Procedure for Written Grievance

1. The Superintendent shall confer with the aggrieved party within five school days of receipt of the written grievance, and he shall then note his decision on the grievance form and return the grievance to the aggrieved party within five school days of the conference.
2. If the grievance is not resolved with the Superintendent, the aggrieved party may appeal to the Board of Education by submitting to it the written grievance form within ten school days after receipt of it from the Superintendent. The Board shall thereafter hold a hearing on the grievance within twenty days after receipt of the written grievance. The hearing shall be conducted in closed session unless otherwise agreed by all concerned parties. Within ten (10) school days after the conclusion of the hearing, the Board shall render its decisions, in writing, on the grievance.
3. If the Board of Education decision is not acceptable to the aggrieved party, the latter may, within 20 days of receipt of this decision, submit the grievance to arbitration by making written notice to the Board. The Board and the Faculty Association will agree upon a mutually acceptable arbitrator who is willing to serve, or if failing to agree upon an arbitrator or secure his commitment to serve, shall request the American Arbitration Association to supply an arbitrator, the costs of such services being borne equally by the School District and the Faculty Association. This shall be done within twenty (20) school days after the Board renders its decision in writing on the grievance. The Arbitrator's recommendations shall be in writing and will set forth his findings of fact, reasoning and the conclusions on the issue.
4. The Arbitrator's award will be binding on both parties.

- E. Whereas the Faculty Association, when it feels that the party to the contract has violated its rights or privileges under the Contract, may render its protest through the channels indicated, the Board and/or Administrator are entitled to take whatever action

they deem legal and necessary to meet the infractions of the contract by members of the Association or the professional employee it represents.

## ARTICLE XI

### GENERAL

- A. The President of the Association will be provided with a copy of all Board of Education meeting agendas at the same time the agenda is distributed to Board members.
- B. Should Board of Education minutes be reproduced, a copy will be provided to the Association in the same manner as in the case of the agenda.
- C. This Agreement constitutes the full and complete commitment of the parties and may be amended, altered or modified only by written mutual consent of the parties. Changes in the terms and conditions of employment not covered by this Agreement shall be subject to negotiations between the parties.
- D. Negotiations for a successor Agreement will commence during the period of February 1-15 of the year this Agreement terminates, upon written notice of one party to the other.
- E. An aggregate of eight (8) days can be used by the Hartford Faculty Association at the discretion of the Association President, for Association business.
- F. Seniority will be defined as the period of active service within the Hartford School District. Unpaid leave of absence time will be excluded from seniority calculation.

## ARTICLE XII

### LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENTS OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE XIII**

### **SEPARABILITY**

Should any part of this Agreement, or any provision contained herein, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation shall affect only that part or provision so involved, and all other parts and provisions of this Agreement shall remain in full force and effect.

In the event the above occurs, either party may request that specific part or provision declared to be invalid be opened for negotiations.

## **ARTICLE XIV**

### **WORK DAY/WORK YEAR**

- A. The starting and finishing of the school day may be changed as required, so long as the length of the day is not increased.
- B. On Monday, Tuesday, Wednesday and Thursday, the school day shall be seven (7) hours and ten (10) minutes. On Friday, the school day shall be six (6) hours and fifty-one (51) minutes .
- C. There shall be a 182-day work year for bargaining unit members. Additional days shall be compensated at the individual teachers per diem rate (annual salary  $\div$  182).

By May 1 of the preceding school year, the Association and Superintendent will mutually agree upon a calendar to be implemented for the following school year.

- D. The administration may approve up to 5 days release time from instructional duties for Special Education Teachers, upon request to the building principal, for the purpose of developing student IEP's.
- E. Three one-half days and one evening shall be set aside annually for parent conferences. Teacher attendance shall be on an as needed basis for the evening conference.

## ARTICLE XV

### DUES DEDUCTION

- A. Upon voluntary, individual written authorization by a teacher before September 30, on a form authorized by the Association, the School District agrees after receipt of the authorization to deduct from the wages of each teacher who is or becomes a member of the Association, membership dues and to transfer the monies thus deducted to the Treasurer of the Association. It is agreed that such deductions shall be in twenty (20) equal installments and commence with the first pay period in October and terminate with the twentieth check from them. The Association shall notify the Chief School Officer of the current rate of its dues.
- B. The dues deduction authorization will be given using the form printed below.

<b><u>PAYROLL DEDUCTION AUTHORIZATION</u></b>		
Social Security Number _____		
Last Name _____	First _____	Middle _____
District Name _____		
Organization _____		
<p>To the Board of Education: I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1<sup>st</sup> and September 15<sup>th</sup> of any given year.</p>		
Member Signature _____		Date _____

- C. The School District agrees to transmit the total sum deducted to the Association within five (5) working days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The final transmittal list shall state the amount of accumulated deduction for each person.

The Association will inform the Superintendent of the amounts for current staff before the first payroll in September and for new staff by the second payroll for the current school year.

This deduction shall be continuous unless changed in writing by the individual prior to the first payroll in February of the current school year.

- D. The District shall withhold from each employee's payroll check an amount for VOTE/COPE authorized in writing by an individual employee as requested and transmit said amount to the Hartford Faculty Association.
- E. The District shall withhold from each employee's payroll check an amount authorized in writing by an individual employee as requested and transmit said amount to the NYSUT Benefit Trust.
- F. The District shall withhold from each employee's check an amount authorized in writing by an individual employee as requested and transmit said amount to Tri-County Credit Union.

## ARTICLE XVI

### PROFESSIONAL GROWTH

#### A. Professional Development and Educational Improvement

##### 1. Professional Growth Day

Within each school year, one school day is to be provided during which teachers assemble for educational improvement and professional development. The program is to be the joint responsibility of the Hartford Faculty Association and the Hartford School District.

The Association and the Board of Education shall be equally responsible for cost of this day's program.

##### 2. Professional Growth Activities

- a. The District will reimburse the cost of the professional staff attending approved workshops, conferences, seminars and other professional improvement sessions.
- b. Teachers may apply for any of the above on a form provided by the District. Completed forms must be forwarded to the Principal for approval two (2) weeks prior to the date of the session. Final approval will be determined by the Superintendent.
- c. In reviewing applications, consideration will include, but will not be limited to the following:
  - An evaluation that the cost is consistent with the probable benefit to the educational program at Hartford.
  - That attending the session by the teacher is in the best interest of the District.

- d. Cost of the session or activity, and reimbursement for expenses incurred will be made as follows, when claims are submitted with appropriate receipts.
- e. Teachers attending professional growth sessions or activities under the provisions of this Article must submit a written report to the Superintendent within two (2) weeks after returning.
- f. The District will make available \$6,250.00 for the purpose of funding this Article.

B. New Teacher Orientation Program

- 1. Orientation programs are aimed at acquainting the new teacher of the district with the philosophy, policies and practices of the school; making him or her feel at home; making him or her feel confidence in him/herself; and a friendly intent and willingness to help each of his/her fellow workers. Each new teacher in the district will be assigned by the principal to an experienced teacher for aid and assistance. The Association and the Superintendent will form a bilateral committee to develop an orientation program for the implementation of this Article.
- 2. All teachers will meet the day prior to the first scheduled classes in the fall semester for the purposes of orientation.
- 3. A committee of three (3) teachers appointed by the Association President will meet with the Administration at least thirty days prior to the close of the school year to make recommendations on the orientation program for the next school year.

C. In-Service Training Programs

In-service training programs are directed toward the professional growth of teachers and will be offered periodically throughout the school year and summer sessions. The programs to be effective, should when possible, relate to the needs of the District and teachers. It is the joint responsibility of the Superintendent of Schools and of the Hartford Faculty Association to develop inservice programs. Approved inservice courses shall qualify for planning of inservice programs, special consideration should be given to a needs assessment, the number of class hours, qualifications of the instructor, requirements for participants, have a comparability to a university level course and meeting times. The Association and the Superintendent will form a bilateral committee to develop and approve inservice programs to be offered the professional staff.

D. Visitation Day

1. One visitation day per year will be provided for each teacher. Additional days may be requested subject to approval by the Superintendent.
2. The purpose of the visitation day is to broaden and to develop the educational background of the teacher.
3. Appendix F will be used to notify the Superintendent of the intended visit. A written report will be submitted to the Superintendent within a reasonable time after returning from the visitation day. The Superintendent will notify the schools involved in the visit.

**ARTICLE XVII**

**PAYMENT FOR UNUSED SICK LEAVE**

Bargaining unit members who are eligible for retirement under the NYS Teacher's Retirement System and have at least fifteen years of service with the Hartford Central School District shall receive payment for unused sick leave upon separation from the District.

The payment will be available provided the retirement notice is given no later than March 1 of the school year, to be effective July 1 of the same year or four (4) months prior to retirement. This time notification requirement shall be waived for teachers who shall retire prior to September 1, 2000. In cases of unforeseen circumstances, the time notification will also be waived.

Upon the retirement of said individual(s), the District will provide a stipend of \$90.00 for each accumulated sick day up to a maximum of 200 days. The stipend will be paid no earlier than July 1 and no later than July 31 of the retirement year.

This article shall be effective for school years 2000-2001, 2001-2002, 2002-2003, 2003-2004 and 2004-2005 and shall expire on June 30, 2005.

This Agreement is made and entered into on this 5th day of September, 2000, by and between the Superintendent and the Faculty Association of the Hartford Central School.

FOR THE DISTRICT:

By: Thomas W. Abraham  
Thomas W. Abraham  
Superintendent of Schools

FOR THE ASSOCIATION:

By: Delores (Maizie) Morse  
Delores Morse, President  
Hartford Faculty Association



## APPENDIX A

### ANNUAL PERFORMANCE REVIEW PLAN

#### PURPOSE:

The purpose of the Annual Professional Performance Review Plan is to improve the quality of teaching and learning and to comply with the requirements stated in Commissioner's Regulation 100.2 (o).

#### TIMESPAN OF PLAN:

This is a multi-year plan that spans the 2000-01 School Year through the 2004-05 School Year. Annual review of the plan will be done cooperatively between a representative(s) from the Faculty Association and the Superintendent of Schools. Recommendations for revision must be made to the Board of Education no later than August 1, of each year.

#### OBSERVATIONS:

Observations of instructional staff will be determined in the following manner:

- (a) Probationary Teachers – There will be a minimum of three observations per year. The first observation, for purposes of guidance, should occur within the first ten week working period. The remaining two observations, for purpose of evaluation, will be mutually scheduled during the remaining school year. (The minimum number of observations, for a probationary teacher is three). (Additional observations may be scheduled if deemed necessary or per teacher request).

Written observations will be returned to the teacher within three school days. The post observation will be held within fifteen school days to discuss the evaluation. The purpose of the evaluation will be to provide guidance and improvement.

- (b) Tenured Teachers – Will be observed at least once by mutual consent between the teacher and administration. Procedures for return of the observation and post observation will be the same as for probationary teachers.

PROCEDURES, TIME SPECIFIC REQUIREMENTS AND CONTRACTUAL REQUIREMENTS:

Scheduling of observations will be by mutual consent between the teacher and administration. A pre-observation form will be given to the teacher which outlines objectives, course information, and student profile. This form should be returned to the administration prior to the observation.

The observation shall be conducted utilizing the form attached hereto (Form 1) and entitled "Teacher Observation".

The written observation will be returned to the teacher within three school days.

A post observation will be held within fifteen school days to discuss the observation/evaluation.

All teachers will receive an annual evaluation. The evaluation will be reviewed by the teacher and administration. The evaluation shall be conducted utilizing the form attached hereto (Form 2) and entitled "Evaluation of Professional Service".

All teachers will be allowed to make written comments regarding their observation and/or evaluation.

A copy of the observation/evaluation will be put in the teacher's personnel folder and another copy given to the teacher.

RECOMMENDATIONS FOR IMPROVEMENT:

As stated earlier, the purpose of this plan is to improve the quality of teaching and learning. In those instances when the administrator has a concern from the observation, it will be noted on the observation form and a specific recommendation for improvement shall be noted.

As per contract, the teacher is allowed to make written comments and attach such comments to the observation.

Should a probationary teacher receive recommendations for improvement as part of the Annual Evaluation, an improvement plan will be developed in collaboration between the teacher, the Association and Administration. The form attached hereto (Form 3) entitled "End of Year Individualized Teacher Improvement, Goals and Objectives" shall be used in developing the improvement plan.

## CRITERIA FOR OBSERVATIONS AND EVALUATIONS

The criteria for observing and evaluating teachers providing instructional services shall include, but not be limited to:

- (1) Content Knowledge – The teacher shall demonstrate a thorough knowledge of the subject matter and curriculum.
- (2) Preparation - The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.
- (3) Instructional Delivery - The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.
- (4) Classroom Management – The teacher shall demonstrate classroom management skills supportive of diverse student learning needs which creates an environment conducive to student learning.
- (5) Student Development – The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity, and the regular application of developmentally appropriate instructional strategies for the benefit of all students.
- (6) Student Assessment – The teacher shall demonstrate that he or she implements assessment techniques based on appropriate review, peer review, and portfolio review.
- (7) Collaboration – The teacher shall demonstrate that he or she has developed effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.

### TRAINING OF PERFORMANCE EVALUATION:

The District is responsible for providing appropriate training for personnel responsible for teacher observation/evaluation.

The District will provide such training through BOCES In-Service Programs, use of in-house instructional video presentations, and/or in-house training.

### PERFORMANCE REVIEW OF THE SUPERINTENDENT:

The governing body of each school district shall annually review the performance of the Superintendent of Schools according to the procedures developed by such body, in consultation with the Superintendent.

The following procedures have been established at Hartford Central School District:

- (1) On or before September 1 of each year, the Superintendent shall develop goals and objectives which will be discussed with the President of the Board of Education.
- (2) The goals and objectives will be reviewed by the full Board of Education at the September board meeting (or a mutually agreed upon date). At such time, the Board of Education can accept or modify the goals and objectives.
- (3) During the month of February (or another date mutually agreed upon), the Board shall devote an Executive Session to discuss the working relationship between the Board and Superintendent. Such evaluation shall be in writing.

### REPORTING REQUIREMENTS:

As per regulations, the District shall make an annual report to the State Education Department related to the performance of teachers who have been evaluated as unsatisfactory.

### TEACHER OBSERVATION

Observer \_\_\_\_\_

- cc: Teacher, Personnel File (Superintendent), Principal

**APPENDIX A  
FORM 2**

**EVALUATION OF PROFESSIONAL SERVICE**

S=Satisfactory  
NI=Needs Improvement  
N/A=Non-Applicable

Name: \_\_\_\_\_  
Grade/Subject Matter: \_\_\_\_\_ Date: \_\_\_\_\_

Status of Teacher: Probationary \_\_\_\_\_ Tenure \_\_\_\_\_

Professionalism – Adheres to accepted ethical standards of the professional and demonstrates a positive attitude toward, and pride in, the profession: \_\_\_\_\_

**Teaching Skill/Relationship with Pupils**

1. Subject matter competency has been demonstrated: \_\_\_\_\_
2. Presentation of subject matter meets the needs of the students (including change of pace, variety, etc.) \_\_\_\_\_
3. Is careful and fair in evaluating pupil progress: \_\_\_\_\_
4. Pupils appear well-adjusted in teacher's classroom: \_\_\_\_\_
5. Teacher is available for help (reasonably so during and after school hours): \_\_\_\_\_
6. The pupils respect the teacher's fairness: \_\_\_\_\_

**Teacher/Teacher Relationships**

1. The teacher is respected by his/her fellow teachers: \_\_\_\_\_
2. The teacher offers and seeks suggestions for the improvement of the school (professional growth through conferences, workshops, etc.) \_\_\_\_\_
3. The teacher is frank and skillful in dealing with parents: \_\_\_\_\_

Summary – Narrative

1. Strengths:

2. Areas/suggestions for improvement:

3. Recommendation (non-tenured teachers only) for reappointment or tenure:

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A  
FORM 3**

**END OF YEAR INDIVIDUALIZED TEACHER IMPROVEMENT**

**GOALS AND OBJECTIVES**

---

Professional Goals for the School Year:

Strategies for Professional Development:

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Administrator \_\_\_\_\_ Date \_\_\_\_\_



**APPENDIX B**  
**SALARY SCHEDULE**

<b>STEP</b>	<b>Year 1 2000-2001</b>	<b>Year 2 2001-2002</b>	<b>Year 3 2002-2003</b>	<b>Year 4 2003-2004</b>	<b>Year 5 2004-2005</b>
1	\$27,602	\$28,500	\$29,426	\$30,309	\$31,218
2	\$28,524	\$29,451	\$30,409	\$31,321	\$32,260
3	\$29,086	\$30,031	\$31,008	\$31,938	\$32,896
4	\$29,663	\$30,627	\$31,622	\$32,571	\$33,548
5	\$30,241	\$31,224	\$32,239	\$33,206	\$34,202
6	\$30,831	\$31,833	\$32,868	\$33,854	\$34,869
7	\$32,183	\$33,229	\$34,309	\$35,338	\$36,398
8	\$33,479	\$34,567	\$35,691	\$36,761	\$37,864
9	\$34,796	\$35,927	\$37,095	\$38,208	\$39,354
10	\$35,995	\$37,165	\$38,373	\$39,524	\$40,710
11	\$37,099	\$38,305	\$39,550	\$40,736	\$41,958
12	\$38,974	\$40,241	\$41,549	\$42,795	\$44,079
13	\$41,174	\$42,512	\$43,893	\$45,210	\$46,567
14	\$43,057	\$44,456	\$45,901	\$47,278	\$48,697
15	\$44,350	\$45,792	\$47,280	\$48,698	\$50,159
16	\$46,596	\$48,110	\$49,674	\$51,164	\$52,699
17	\$48,242	\$49,810	\$51,429	\$52,971	\$54,561
18	\$49,680	\$51,294	\$52,961	\$54,550	\$56,187
19	\$50,731	\$52,379	\$54,082	\$55,704	\$57,375
20	\$54,623	\$56,398	\$58,231	\$59,978	\$61,778

Master's Degree \$950.00  
 Doctorate \$650.00  
 Graduate Hours \$ 45.00 per hour

## APPENDIX C

### COACHING

2000-2001				
	1	2	3	5
MODIFIED				
Soccer	929	984	1,038	1,410
Volleyball	929	984	1,038	1,410
Softball	929	984	1,038	1,410
Baseball	929	984	1,038	1,410
Basketball	1,049	1,100	1,153	1,503
Junior Varsity				
Soccer	1,111	1,168	1,223	1,595
Volleyball	1,111	1,168	1,223	1,595
Softball	949	1,002	1,093	1,466
Baseball	949	1,002	1,093	1,466
Basketball	1,450	1,522	1,592	1,942
Varsity				
Soccer	1,615	1,670	1,727	2,093
Volleyball	1,615	1,670	1,727	2,093
Softball	1,438	1,493	1,548	1,920
Baseball	1,438	1,493	1,548	1,920
Basketball	2,290	2,475	2,661	3,032
Cheerleading	1,093	1,093	1,093	1,093
Director of Athletics	1,635	1,800	1,958	2,289

2001-2002				
	1	2	3	5
MODIFIED				
Soccer	1,052	1,158	1,270	1,559
Volleyball	1,052	1,158	1,270	1,559
Softball	1,052	1,158	1,270	1,559
Baseball	1,052	1,158	1,270	1,559
Basketball	1,244	1,349	1,454	1,712
Junior Varsity				
Soccer	1,462	1,579	1,677	1,973
Volleyball	1,462	1,579	1,677	1,973
Softball	1,462	1,579	1,677	1,973
Baseball	1,462	1,579	1,677	1,973
Basketball	1,842	1,957	2,072	2,355
Varsity				
Soccer	2,140	2,247	2,355	2,648
Volleyball	2,140	2,247	2,355	2,648
Softball	2,140	2,247	2,355	2,648
Baseball	2,140	2,247	2,355	2,648
Basketball	2,638	2,838	3,037	3,384
Cheerleading	1,188	1,266	1,345	1,398
Director of Athletics	2,147	2,309	2,469	2,743

2002-2003				
	1	2	3	5
MODIFIED				
Soccer	1,095	1,204	1,315	1,619
Volleyball	1,095	1,204	1,315	1,619
Softball	1,095	1,204	1,315	1,619
Baseball	1,095	1,204	1,315	1,619
Basketball	1,293	1,402	1,512	1,778
Junior Varsity				
Soccer	1,524	1,637	1,749	2,056
Volleyball	1,524	1,637	1,749	2,056
Softball	1,524	1,637	1,749	2,056
Baseball	1,524	1,637	1,749	2,056
Basketball	1,915	2,035	2,156	2,448
Varsity				
Soccer	2,231	2,339	2,455	2,758
Volleyball	2,231	2,339	2,455	2,758
Softball	2,231	2,339	2,455	2,758
Baseball	2,231	2,339	2,455	2,758
Basketball	2,741	2,948	3,155	3,514
Cheerleading	1,230	1,313	1,395	1,415
Director of Athletics	2,233	2,402	2,567	2,850

2003-2004				
	1	2	3	5
MODIFIED				
Soccer	1,139	1,254	1,369	1,685
Volleyball	1,139	1,254	1,369	1,685
Softball	1,139	1,254	1,369	1,685
Baseball	1,139	1,254	1,369	1,685
Basketball	1,344	1,458	1,573	1,847
Junior Varsity				
Soccer	1,588	1,706	1,823	2,141
Volleyball	1,588	1,706	1,823	2,141
Softball	1,588	1,706	1,823	2,141
Baseball	1,588	1,706	1,823	2,141
Basketball	1,992	2,090	2,243	2,545
Varsity				
Soccer	2,325	2,438	2,560	2,874
Volleyball	2,325	2,438	2,560	2,874
Softball	2,325	2,438	2,560	2,874
Baseball	2,325	2,438	2,560	2,874
Basketball	2,848	3,063	3,278	3,650
Cheerleading	1,277	1,364	1,450	1,509
Director of Athletics	2,324	2,498	2,670	2,963

2004-2005				
	1	2	3	5
MODIFIED				
Soccer	1,186	1,306	1,427	1,755
Volleyball	1,186	1,306	1,427	1,755
Softball	1,186	1,306	1,427	1,755
Baseball	1,186	1,306	1,427	1,755
Basketball	1,400	1,519	1,639	1,923
Junior Varsity				
Soccer	1,655	1,778	1,901	2,231
Volleyball	1,655	1,778	1,901	2,231
Softball	1,655	1,778	1,901	2,231
Baseball	1,655	1,778	1,901	2,231
Basketball	2,076	2,207	2,338	2,651
Varsity				
Soccer	2,424	2,542	2,669	2,995
Volleyball	2,424	2,542	2,669	2,995
Softball	2,424	2,542	2,669	2,995
Baseball	2,424	2,542	2,669	2,995
Basketball	2,966	3,190	3,414	3,800
Cheerleading	1,329	1,420	1,512	1,572
Director of Athletics	2,422	2,604	2,782	3,087

APPENDIX D  
EXTRA-CURRICULAR ACTIVITIES

	2000-2001	2001-2002	2002-2003
Yearbook	\$2,400	\$2,500	\$2,600
National Honor Society	383	396	410
Music Honor Society (Each)	383	396	410
Math League	355	367	380
Science Club	299	307	315
French Club	299	307	315
Home Economics	299	307	315
S.A.D.D.	299	307	315
Key Club	299	307	315
History Club	299	307	315
Art Club	751	773	798
High School Bowl	550	566	583
FFA (Middle School)	751	774	798
FFA (High School)	751	774	798
Drama Club	600	650	675
Student Gov't (Elem/Middle Middle/Secondary) (Each)	819	844	870
Twirling/Flag Twirling	400	425	450
Senior Class Advisor	2,100	2,200	2,300
Junior Class (Each)	225	250	275
Sophomore Class (Each)	225	250	275
Freshman Class (Each)	225	250	275
8 <sup>th</sup> Grade (Each)	225	250	275
7 <sup>th</sup> Grade (Each)	225	250	275
6 <sup>th</sup> Grade (Each)	225	250	275
Chaperones	55	55	55
Chaperone Away	75	75	75
Ticket Taker	45	45	45
Timekeeper-Shot clock	60	60	60
Gifted & Talented Adv.	1,735	1,790	1,850
Chorus Leaders Grades 3-5 (Each)	545	560	575
Adult Education	34/hr.	36/hr.	36/hr.
	34.00	36.00	36.00

The FFA Advisor receives compensation as per Article XIV, Section C, for 12 days of summer FFA work. Work completed is to be accounted for in writing at the end of summer, with a copy provided to the Superintendent.

INTRAMURALS

	YEAR 1	2	3	5
2000-01	1,040	1,127	1,213	1,560
2001-02	1,163	1,286	1,409	1,640
2002-03	1,210	1,339	1,467	1,706
2003-04	1,260	1,394	1,527	1,775
2004-05	1,311	1,450	1,591	1,846

## EXTRA CURRICULAR ACTIVITIES

ACTIVITY	2003-04 YEAR	2004-05 YEAR
Yearbook	2,675	2,755
National Honor Society	422	435
Math League	390	400
Science Club	325	335
French Club	325	335
Home Economics	325	335
S.A.D.D.	325	335
Key Club	325	335
History Club	325	335
Art Club	820	845
High School Bowl	600	618
FFA (Middle School)	820	845
FFA (High School)	820	845
Drama Club	700	725
Student Government: Elem., Middle, High School (each)	895	920
Twirling/Flag Twirling	465	480
Senior Class Advisor	2,370	2,440
Junior Class (each)	283	290
Sophomore Class (each)	283	290
Freshman Class (each)	283	290
8 <sup>th</sup> Grade (each)	283	290
7 <sup>th</sup> Grade (each)	283	290
6 <sup>th</sup> Grade (each)	283	290
Chaperones	60	65
Chaperones Away	80	85
Ticket Takers	50	55
Time Keeper/Shot Clock	65	75
Gifted and Talented Advisor	1,905	1,962
Chorus Leaders Gr. 3-5 (each)	592	610
Adult Education	\$37/hr.	\$38/hr.



**APPENDIX E**

**GRIEVANCE FORM**

Date Filed: \_\_\_\_\_ Stage \_\_\_\_\_

Aggrieved Party: \_\_\_\_\_

Nature of the Grievance: \_\_\_\_\_

\_\_\_\_\_  
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Redress Sought: \_\_\_\_\_

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Submitted by: \_\_\_\_\_

(Written Decision)

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Signed by: \_\_\_\_\_

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**APPENDIX G**

**VISITATION DAY FORM**

FROM:

TO: Superintendent, Hartford Central School District

SUBJECT: Visitation Day

to take place on \_\_\_\_\_

I have arranged to visit \_\_\_\_\_  
(Name of School)

\_\_\_\_\_, in order to  
(and classes of proposed visit)

\_\_\_\_\_  
(reason for visit)